



# Personal Lending Products Terms and Conditions

## Introduction

The details of your credit facilities are set out in the agreement which comes with this booklet.

The agreement also sets out the specific terms and conditions that apply to your credit facilities and refers you to the terms and conditions in the 'relevant sections' of this booklet. Which sections are relevant to you depends on the types of facilities we have granted you.

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## Section A: Definitions

**'Agreement'** The document that gives details of your credit facilities and the terms and conditions that apply to it, including those set out in this booklet.

**'Banking day'** Any day of the week other than Saturday, Sunday and bank holidays and public holidays in Northern Ireland.

**'Customer'** Also referred to as 'the borrower', 'you' and 'your'.

**'AIB'** Also referred to as 'the Bank', 'we', 'us' and 'our'.

**'Image Clearing System'** means the process that enables images of cheques to be exchanged between banks and building societies, through the Image Clearing System, for clearing payment.

Cheques processed through this system clear more quickly. It means that if you lodge a cheque on a banking day you will be able to withdraw the funds no later than 23:59 the next banking day (except bank holidays).

**'Limit'** In the case of an arranged overdraft, this is the maximum amount by which we have agreed you can go overdrawn. This includes all interest and fees.

## Section B: Conditions that apply to all personal lending products

### 1 Data Protection Notice - AIB Group (UK) plc

Effective 1 January 2020

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection).

You can also ask for more details at your local branch.

#### 1. Who we are

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes AIB (NI), Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct, and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

#### 2. Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

#### 3. How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving

information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

#### 4. How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information

#### 5. How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

#### 6. Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

#### 7. Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

#### 8. How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

#### 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

## 10. International transfers of data

We may transfer your personal information outside of the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the EEA to these transfers and the use of the information, to ensure your rights are protected.

## 11. Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

*Accessing your personal information:* You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

*Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

## 12. Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

## 13. Updates to this notice

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.

## 2 Cancelling or withdrawing from your agreement

Your agreement will show if you have the right to cancel your agreement or the right to withdraw from your agreement.

### A Your right to cancel

If you have the right to cancel your agreement this will be detailed at the end of the agreement.

You can do this by sending or taking notice of the cancellation, in writing, to the address at the top of your agreement. You have 14 days to do this, starting from the day after you receive this copy. You can use the form provided with your agreement. If you cancel this agreement, we must return to you any money you have paid and any property you have given as security. You will still have to repay any money we have lent you. However, if you repay all of it before the first instalment is due – or, if you are not paying by instalments, within one month of cancelling the agreement – you will not have to pay interest or other charges. If you choose not to cancel this agreement, you will have a duty to keep to the product's terms and conditions.

### B Your right of withdrawal

If you have the right of withdrawal this will be shown in the 'Other important legal aspects' section of your agreement and will detail the process you must follow if you want to withdraw from your agreement.

## 3 Offer period

This offer is available for 14 days from the date on the letter you received with your agreement.

## 4 Making a Complaint

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible.

In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567  
+44 20 7964 1000 (for calls from outside the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 5 General conditions

- A The European Economic Area state for the purpose of this agreement is the United Kingdom. The agreement, and all correspondence relating to it, will be in English.
- B We will not have a duty to provide the facility if we later find that any information you, or someone on your behalf, have provided in connection with the facility is inaccurate.
- C As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if any of the following happen.
  - 1 If you become bankrupt, enter into any arrangement with your creditors (the people you owe money to), or become 'legally incapacitated' (that is, unable to manage your own financial affairs).
  - 2 If any information you provide in connection with the facility is false in any material (significant) way, or if you fail to keep to any guarantees or statements you make to us.
  - 3 If you fail to provide any information which we feel is material (significant) to the facility.
  - 4 If you default (fail to make) any payment due under the agreement.
  - 5 If you break any of the conditions of the facility.
  - 6 If you die or, if the facility is secured by a guarantee, the guarantor (the person guaranteeing you will make any payments you owe) dies.
  - 7 If you withdraw any guarantee you or a guarantor have given us.
  - 8 If we decide there is a risk that you may not repay the facility.
  - 9 If there is any change, relevant to the borrowing, which we believe is not in our interest.
  - 10 If you break any other agreement you have with us.
- D If you apply for the facility with another person (or other people), the agreement applies to all of you, and you will each be responsible, jointly and severally (all of you together as well as each of you individually), for the facility.
- E The conditions in the agreement for repaying the facility will be separate from any other arrangements you make for any other amounts you borrow from us.
- F After the balance you owe becomes due, we will have the right to set off all or part of the money you owe against money in any other account you hold with any of our branches (if any). This includes joint accounts whereby the other account holder(s) may not be part of the Loan Agreement.
- G If we delay giving you notice or taking advantage of any of our rights under the agreement, this will not mean we are giving up those rights and will not affect how we take advantage of those rights in the future.
- H Any demand or notice we give you will be in writing, and will be signed by one of our officers or agents. If we send a demand or notice to the last address you gave us, we will consider it to have been served and received on the day that you should have received the envelope containing the demand or notice.
- I The laws of Northern Ireland apply to this agreement, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of the agreement or these terms and conditions. We have the right at all times to change and add to the terms of the agreement

as a result of a change in the law or good practice, customer feedback, product development or for any other valid reason we give you at the time we tell you about the change. If the change is to your detriment we will notify you of it at least two months before the change becomes effective (unless, by law or regulation, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended terms and conditions. At any time up to two months from the date of the notice you may, without notice, switch or close the account to which the facility attaches without having to pay any extra charges or interest for doing this subject to you immediately repaying all amounts outstanding.

- J We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
  - 1 a fault which has happened in any system used to carry out a transaction;
  - 2 an industrial dispute (for example, a strike); or
  - 3 anything outside our or our agents' or subcontractors' control.

## Section C: Conditions that apply to specific personal lending products

### 1 Personal arranged overdrafts

We grant the arranged overdraft on the condition that the following terms and conditions are met.

- A You must pay the following fees, charges and commission we charge to the account, without going over the arranged overdraft limit.
  - 1 Security charges – we charge these when we take the security or when we have to pay legal costs (or both). When we are estimating these security charges, we assume that we will be able to investigate the title to the property or prepare security documents without any problems.
  - 2 Monthly charges and other commission – we charge these on the dates they are due and at fixed times, as set out in our price list.
  - 3 Fees and commission for support services, as set out in our price list – we charge these to your account when we provide the services.

The main fees and charges that apply to this account are as set out in the letter of sanction and in our price list. Fees may change in the future. If there are any changes to fees and charges, we will tell you before these changes come into force. You can also get full details of current fees and charges by contacting us or going to our website at [aibni.co.uk/fees-and-charges](http://aibni.co.uk/fees-and-charges).

- B We will work out interest on the cleared balance of the arranged overdraft each day, and charge this to your account at the end of our normal charging periods and up to the date you or we close the account.
- C We may reduce or increase the rate of interest that applies to the arranged overdraft, in line with changes in our base rate as published from time to time. You will be able to ask at any branch for details of the current rate.
- D Allowing a payment despite lack of funds  
Although we may sometimes allow a payment to go out of your account which takes your balance above your agreed arranged overdraft limit, this will not mean we will allow similar amounts to go out of your account in the future.



## E Statements

- 1 We will make information about individual payments made into and out of your account available at all times (apart from when we occasionally carry out maintenance on our systems) through our contact centre, your branch and Online and Phoneline Banking. You will also find the information on your statement if you receive one.
- 2
  - a We must make your statement available to you at least every month and free of charge. If you do not receive your statement as regularly as this, you can contact your branch to receive an eStatement or paper statement at least once a month. If we do not hear from you, we will assume you are happy with the present agreement.
  - b You can at any time change how you receive your statement – just contact your branch.
  - c However you choose to receive your statement, we will send you a statement every so often without being asked.

## 2 Variable-rate loans

The following terms and conditions apply to the loan agreement.

- A As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if you use the loan for a purpose other than the one agreed with you.
- B There may be costs set out in the agreement (for example, security costs). You will need to pay these separately, when we ask.
- C When we are estimating the security costs, we assume that we will be able to investigate the title to the property or prepare security documents without any problems.
- D Depending on Section B, condition 5C, you must make the repayments from the first repayment date given in the loan agreement, as often as shown, until you have repaid the total amount in full. If a repayment falls due on a day which is not a banking day (for example, a bank holiday), you will need to pay it on the next banking day.
- E There may be a balance left unpaid after your last repayment date due to
  - fluctuating interest rates
  - early draw down
  - arrears
  - accrued interest

Should this occur, we will either:

- a) continue to rely on any direct debit and/or standing order instruction you have given us in relation to your agreement;
- b) accept a new standing order instruction for the required repayment amount; and/or
- c) agree another repayment arrangement with you,

until you have repaid the full amount that you owe us under your agreement. This may mean, for example, that you may need to make a higher number of repayments than set out in your agreement to repay your loan in full or that the total amount you have to repay under your agreement is higher.

Notwithstanding above, we reserve the right to demand immediate repayment of any balance left unpaid after your last scheduled repayment date.

After you have made all of your scheduled repayments, if any credit balance remains, it will become immediately available to the Borrower.

- F If you fail to make a repayment on the loan, we can, subject to your right of appropriation under section 81 of the Consumer Credit Act 1974, take the repayment from any other amount you have paid to us. We can use this to pay all or part of the principal (the amount you borrowed) or interest.
- G We will charge interest on the loan each day (even after any judgement) until you have made any payments due under the agreement which you missed on the dates they were due.
- H We will work out interest each day at the rate given in the loan agreement on the cleared balance of the account, and charge it to your account at the end of our normal charging period (currently in March, June, September and December) and when you or we close the account.
- I We may reduce or increase the rate of interest that applies to the loan, in line with changes in the AIB base rate as published from time to time. You will be able to ask at any branch for details of the current rate.
- J We may review the loan with you from time to time.
- K You can end the loan by repaying the full amount, together with all the interest you owe up to that date. If you would like details of how much this is, please ask us.
- L We have the right to change the number of repayments we expect you to make, and the amounts you repay, to compensate for changes in our base rate.
- M We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

## 3 Fixed-rate personal loans

The following terms and conditions apply to the loan agreement.

- A As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if you use the loan for a purpose other than the one agreed with you.
- B Section B, condition 5C, you must make the repayments from the first repayment date given in the loan agreement, as often as shown, until you have repaid the total amount in full. If a repayment falls due on a day which is not a banking day (for example, a bank holiday), you will need to pay it on the next banking day.
- C There may be a balance left unpaid after your last repayment date due to
  - fluctuating interest rates
  - early draw down
  - arrears
  - accrued interest

Should this occur, we will either:

- a) continue to rely on any direct debit and/or standing order instruction you have given us in relation to your agreement;
- b) accept a new standing order instruction for the required repayment amount; and/or
- c) agree another repayment arrangement with you,

until you have repaid the full amount that you owe us under your agreement. This may mean, for example, that you may need to make a higher number of repayments than set out in your agreement to repay your loan in full or that the total amount you have to repay under your agreement is higher.

Notwithstanding above, we reserve the right to demand immediate repayment of any balance left unpaid after your last scheduled repayment date.

After you have made all of your scheduled repayments, if any credit balance remains, it will become immediately available to the Borrower.

- D We may use any money you have with us or any member of the AIB Group to reduce or repay any amount which has become payable under this Agreement. We will only do this after we have given you a reasonable opportunity to repay us
- E We will charge interest on the loan each day (even after any judgement) until you have made any payments due under the agreement which you missed on the dates they were due.
- F We will work out interest each day at the rate given in the loan agreement on the cleared balance of the account, and charge it to your account at the end of our normal charging period (currently in March, June, September and December) and when you or we close the account.
- G You can end the loan by repaying the full amount, together with all the interest you owe up to that date. If you would like details of how much this is, please ask us.
- H We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

## Section D: Contacting us

You can contact us through our contact centre, through our branches, by email and by phone, and through our various helplines listed below.

- A For our Freephone helpline service (some mobile phone providers may charge for calls to this number)  
0800 389 6218
- B If you think someone else knows your PIN, or if your card is lost, stolen or likely to be misused  
028 9033 0099  
A customer service advisor is available 24 hours a day.
- C For general information about Online and Phonenumber Banking or to sort out any problems with the service  
028 9034 6034
- D We have a phone number you can use to report unrecognised, suspicious or fraudulent transactions, no matter what product or service they apply to. The number is 028 9034 6034 and it can also be found on our website [aibni.co.uk](http://aibni.co.uk).  
A customer service advisor will be available to handle your query on a 24/7 basis. Calls may be recorded for training and monitoring purposes.

You can also contact us by writing to our head office at AIB, 92 Ann Street, Belfast, BT1 3HH.

If you need this brochure in Braille, in large print or on audio, ring 0345 6005 925<sup>†</sup> or ask your branch. Customers with hearing difficulties can use our Text Relay service by dialling 18001 0345 6005 925<sup>†</sup>.

Call into any branch | [aibni.co.uk](http://aibni.co.uk)

<sup>†</sup>Call charges may vary please refer to your service provider.



Information correct as at August 2020

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